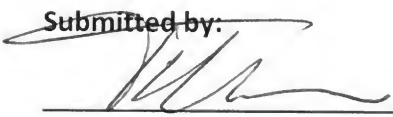


**Town of Paradise  
Alternative Program Debris Removal  
Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	36,800 <sup>00</sup> —
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	74,290 <sup>00</sup> —
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	86,250 <sup>00</sup> —
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	25,760 <sup>00</sup> —
Site 5 – Residence, 5733 Pentz Road (2,189)	59,347 <sup>00</sup> —
TOTAL	\$ 273,447 <sup>00</sup> —

\*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

Submitted by:

  
Signature

3/4/19

Date

**Business Name/Address/Phone Number:**

Business Name: CVE Demolition, Inc.

Address: 4263 N Selland Ave. Fresno, CA 93722

Telephone Number: Ph: (559) 222-1149 Fax: (559) 222-1174

**ADDENDUM NO. 1**

**Alternative Program Debris Removal  
Contract 19-04**

**February 20, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

***Scope:***

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Has the Town completed required asbestos site surveys for any of the project locations?

**ANSWER 1:** No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

=====

**BIDDER:**

CVE Demolition, Inc.

NAME

4263 N Selland Ave.

ADDRESS 1

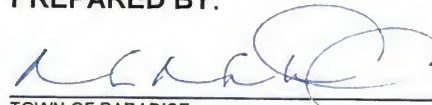
Fresno, CA 93722

ADDRESS 2

SIGNATURE

DATE

**PREPARED BY:**



TOWN OF PARADISE

2/20/2019

DATE

**END OF ADDENDUM**

## **ADDENDUM NO. 2**

### **Alternative Program Debris Removal Contract 19-05**

**February 27, 2019**

#### **OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

#### **GENERAL:**

##### ***Scope:***

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

##### ***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

#### **CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there a planned job walk for the project?

**ANSWER 1:** No, however, contractors are allowed to inspect worksites during normal business hours.

**QUESTION 2:** Is there a bid, payment and performance bonds required for the project?

**ANSWER 2:** Yes, please see below and attached to this addendum.

#### **MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

##### **1. Bidder's Bond:**

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

##### **2. Payment and Performance Bond:**

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

**BIDDER:**

**PREPARED BY:**

CVE Demolition, Inc.

NAME

4263 N Selland Ave.

ADDRESS 1

Fresno, CA 93722

ADDRESS 2

SIGNATURE

TOWN OF PARADISE

DATE

**END OF ADDENDUM (PLUS ATTACHMENTS)**

**ADDENDUM NO. 3**

**Alternative Program Debris Removal  
Contract 19-04**

**February 28, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

***Scope:***

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there an Engineer's Estimate for the subject project?

**ANSWER 1:** Yes, \$300,000.

**MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

3. Liquidated Damages:

The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

**BIDDER:**

NAME

CVE DEMOLITION INC

ADDRESS 1

4263 N. Sellend Ave.

ADDRESS 2

Fresno, Ca. 93722

SIGNATURE

DATE

**PREPARED BY:**

TOWN OF PARADISE

2/28/19

DATE

**END OF ADDENDUM**



# Bidder's Bond

## Alternative Program Debris Removal Contract No. 19-05

We, CVE Demolition, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on March 5, 2019

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 1, 2019

CVE Demolition, Inc.

By: 

Travelers Casualty and Surety Company of America

By: 

Cody Lyman, Attorney-in-Fact

**Civil Code § 1189**

State of California )  
 ) ss  
County of Fresno )

L. Genito, Notary Public





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Cody Lyman** of **FRESNO California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **March**, 2019



*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On 3/4/19

Date

before me, Tiffany L. Farley - Notary Public

Here Insert Name and Title of the Officer

personally appeared Tim Williamson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond - Town of Paradise

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_